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livery under certain conditions, as well as any other stipulation. See *Green v. Prudential Ins. Co.*, 106 Kan. 90, 186 Pac. 970.

In the usual case of waiver, the policy containing some express stipulation which the insured has violated has become effective, and because of the insured's act is liable to forfeiture. This right of forfeiture may be waived by subsequently taking an additional risk. *Rathborn v. City Fire Ins. Co.*, 31 Conn. 193. By expression or implication. *Williams v. Philadelphia Life Ins. Co.* (S. C.), 100 S. E. 157. By the subsequent receipt and retention of a premium. *Goit v. National Protection Ins. Co.*, 25 Barb. (N. Y.) 189. And the unconditional delivery of a policy waives the fulfillment of conditions precedent. *Farnum v. Phoenix Ins. Co.*, 83 Cal. 246, 23 Pac. 869, 17 Am. St. Rep. 233; *Boehen v. Williamsburg City Ins. Co.*, 35 N. Y. 131, 90 Am. Dec. 787.

If the contract has not been completely executed but the first premium has been paid, somewhat different considerations apply. Usually the insurer has returned the premium already paid upon the violation of a condition precedent preventing the contract from becoming executed, and, of course, there is no waiver here. *Reserve Loan Co. v. Hockett*, *supra*. The same is true where there is an offer to return the premium. *House v. Bankers' Reserve Life Ins. Co.* (S. D.), 180 N. W. 69. The payment of the premium is not considered as waiving conditions precedent for delivery. *Stringham v. Mutual Life Ins. Co.*, 44 Ore. 447, 75 Pac. 822. And where a part payment of the premium was made and retained by the insurer, it was held that there had been no waiver of the right to require delivery before the insurance became effective. *Green v. Prudential Ins. Co.*, *supra*.

INTOXICATING LIQUORS—VOLSTEAD ACT—RIGHT TO KEEP IN WAREHOUSE.—The complainant was the lessee of a room in the warehouse of the defendant deposit company, in which he had stored intoxicating liquors lawfully acquired by him, which were in his exclusive possession and control and intended to be used only for personal consumption by the complainant and the members of his family or *bona fide* guests. The defendant, an agent of the Commissioner of Internal Revenue, claimed that after the Volstead Act became effective such storage would be unlawful, and threatened to expose the complainant and the deposit company to the penalties of that act. *Held*, injunction granted. *Street v. Lincoln Safe Deposit Co.*, 41 Sup. Ct. 31.

The sections of the Volstead Act which were involved in this decision were as follows:

Section 25 declares: "It shall be unlawful to have or possess any liquor \* \* \* intended for use in violating this title."

Section 21 declares: "Any room, house, building \* \* \* or place where intoxicating liquor is manufactured, sold, kept or bartered in violation of this title, and all intoxicating liquor and property kept and used in maintaining the same, is hereby declared to be a common nuisance."

Section 3 declares: "No persons shall on or after the date when the Eighteenth Amendment to the Constitution of the United States goes into effect, manufacture, sell, barter, transport, import, export, deliver, furnish or possess any intoxicating liquor except as authorized in this

act, and all the provisions of this act shall be liberally construed to the end that the use of intoxicating liquor as a beverage may be prevented."

Section 33 declares: "It shall not be unlawful to possess liquor in one's private dwelling while the same is occupied and used by him as his dwelling only and such liquor need not be reported, provided such liquors are for use only for the personal consumption of the owner thereof and his family residing in such dwelling and of his *bona fide* guests when entertained by him therein. \* \* \* After February 1, 1920, the possession of liquors by any person not legally permitted under this title to possess liquor shall be *prima facie* evidence that such liquor is kept for the purpose of being sold, bartered, exchanged, given away, furnished, or otherwise disposed of in violation of the provisions of this title."

In another recent decision the U. S. Supreme Court has held that the War-Time Prohibition Act was not in violation of the Fifth Amendment to the Constitution of the United States as a taking of property without compensation. *Hamilton v. Kentucky Distilleries & Warehouse Co.*, 251 U. S. 146. Also that the manufacture of beer containing 2.75 per cent alcohol prior to the enactment of the Volstead measure—that is, under the War-Time Prohibition Act, which did not define "intoxicating"—was legal. *United States v. Standard Brewery, Inc.*, 251 U. S. 10. And again that the prohibition of the manufacture of beer and other malt liquor containing as much as one half of one per cent of alcohol by volume, by the Volstead Act, is within the powers of Congress and enforceable. *Jacob Ruppert v. Caffey*, 251 U. S. 264.

The Eighteenth Amendment and the Volstead Act have been declared constitutional by the United States Supreme Court in two recent cases. *State of Rhode Island v. Palmer*, 40 Sup. Ct. 486; *Hawke v. Smith*, 40 Sup. Ct. 495.

For an interesting discussion of the principles involved in these decisions, see Lindsay Rogers, "Life, Liberty, and Liquor", 6 VA. LAW REV. 156, 179. This article thoroughly covers this ground; to add more than the quotation of the statutes and citations of the decided cases would be repetition.

MASTER AND SERVANT—CHILD LABOR LAW—CONTRIBUTORY NEGLIGENCE.—A statute provided that "no child under the age of fourteen years shall be employed by, or permitted to work in or about, any mill, factory, laundry, manufacturing establishment, or place of amusement; \* \* \*". The plaintiff, a child of eleven years, was employed by the defendant, a manufacturer, in direct violation of the statute. The child brought an action for personal injury contributed to by his own negligence and arising as the proximate result of the employment. *Held*, the plaintiff cannot recover. *Keen v. Crosby* (Ga.), 103 S. E. 850. See NOTES, p. 378.

MASTER AND SERVANT—WORKMEN'S COMPENSATION ACTS—SCOPE OF EMPLOYMENT.—At a railway crossing where the deceased was employed by the appellant corporation to protect the public from its trains, there